
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2016-O-32**

**AN ORDINANCE AUTHORIZING A MEMORANDUM OF
AGREEMENT BY AND BETWEEN THE COOK COUNTY DEPARTMENT OF
HOMELAND SECURITY AND EMERGENCY MANAGEMENT AND THE VILLAGE
OF WILLOW SPRINGS COOK COUNTY, ILLINOIS
(USE OF BOAT AND EQUIPMENT)**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN J. MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

TRUSTEES

ORDINANCE NO. 2016-O-32

**AN ORDINANCE AUTHORIZING A MEMORANDUM OF
AGREEMENT BY AND BETWEEN THE COOK COUNTY DEPARTMENT OF
HOMELAND SECURITY AND EMERGENCY MANAGEMENT AND THE VILLAGE
OF WILLOW SPRINGS COOK COUNTY, ILLINOIS
(USE OF BOAT AND EQUIPMENT)**

WHEREAS, the Village of Willow Springs (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Willow Springs to enter into a Memorandum of Agreement with the Cook County Department of Homeland Security and Emergency Management for use of the Willow Springs 26’ Harbor Guard Boat and 27’ Boat Master trailer.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The Memorandum of Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this

President and Board of Trustees, with such necessary changes as may be approved by the President and Village Attorney.

Section 3: The President and Village Clerk are hereby authorized and directed to execute and deliver the Memorandum of Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

(Intentionally left blank)


ADOPTED by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 8th. day of September 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Kaptur	✓			✓
Imbarrato	✓			✓
Maloney	✓			✓
Stanphill	✓			✓
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	6	0	0	7

APPROVED by the President and Board of Trustees, Cook County, Illinois on this 8th. day of September 2016.


 Alan Nowaczyk, Village President

ATTEST:


 Adena Baskovich, Village Clerk

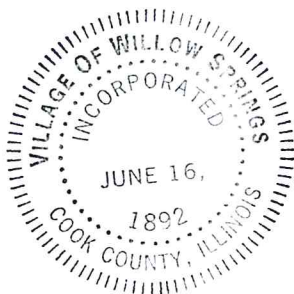
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of ORDINANCE No. 2016-O-32 "AN ORDINANCE AUTHORIZING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE COOK COUNTY DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT AND THE VILLAGE OF WILLOW SPRINGS COOK COUNTY, ILLINOIS (USE OF BOAT AND EQUIPMENT)" adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on September 8, 2016

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 8th. day of September , 2016.



Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

EXHIBIT A

Memorandum of Agreement

**Memorandum of Agreement
BETWEEN
THE COUNTY OF COOK
AND
THE VILLAGE OF WILLOW SPRINGS**

I. Parties:

The Parties to this Memorandum of Agreement ("Agreement") are Cook County, through its Department of Homeland Security and Emergency Management (DHSEM), and the Village of Willow Springs ("Willow Springs").

II. Authority:

This Agreement is authorized under Article VII, Section 10 of the Constitution of the State of Illinois, which encourages units of local government to collaborate to obtain or share services and to exercise, combine or transfer any power or function.

III. Purpose:

The Parties are working towards Willow Springs transferring title to the equipment listed below to Cook County on a permanent basis at no cost. In the interim, Willow Springs agrees to permit DSHEM the use of the following described property (hereinafter referred to as the "equipment") at no cost to DSHEM or Cook County:

- 26' Harbor Guard Boat; HIN: MSV05026D313
- 27' Boatmaster Trailer; VIN: 42XBK27247F112228

IV. Scope:

Willow Springs authorizes DHSEM the use of the equipment identified above for the following purposes:

- Port security
- Patrolling waterways
- Incident mitigation
- Emergency Medical Services response
- Fire suppression
- Dive operations
- Search and rescue
- Recovery operations
- Mutual aid response

V. Duration:

This Agreement shall become effective upon execution by all parties, and shall continue thereafter unless terminated by either party with written notice. Notice consist of 5 calendar day's written notice to terminate from either party. This Agreement may be extended or amended by mutual written consent of the parties.

VI. Duties and Responsibilities:

- A. DHSEM shall, at no cost to Willow Springs, maintain the equipment in good repair and condition pursuant to the manufacturer's instructions;
- B. DHSEM shall notify Willow Springs within seventy-two (72) hours of any damage to the equipment or mechanical failure; and
- C. DHSEM shall be responsible for any equipment damage or mechanical failure not covered by warranty occurring while the equipment is in DHSEM's possession.
- D. DHSEM shall maintain inventory procedures to ensure the equipment is returned to Willow Springs in the same form as it was received by the DHSEM.

VII. Liability:

DHSEM shall assume all liability for the equipment and will assume liability for all issues associated with the use, transport or storage of equipment. DHSEM agrees to indemnify Willow Springs as to any third-party claim arising from DHSEM's equipment usage pursuant to this Agreement. Willow Springs shall not be liable for any negligence or wrongful act arising out of or in the course of DHSEM's use of the equipment.

VIII. Transferability:

DHSEM shall be authorized to transfer usage of the equipment to third-party partners for purposes not exceeding the scope of this Agreement. If DHSEM loans the equipment to a third-party, the parties to that transfer must execute an agreement no less restrictive than this Agreement. Further, any responsibility and/or liability assigned to DHSEM under this Agreement shall extend to the third-party recipient of the equipment.

IX. Compliance with the Law:

Each Party shall comply with all relevant laws of any governing jurisdiction or authority. A Party's non-compliance with any relevant laws shall constitute a material breach of this Agreement.

X. Entire Agreement:

This Agreement, including any exhibits, constitutes the entire agreement of the Parties with respect to the matters contained herein. This Agreement shall not be altered, modified or amended except by written instrument signed by both Parties hereto.

XI. Governing Law and Forum:

This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

XII. Severability:

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any provision hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any reason, such circumstances shall not have the effect of rendering any other

provision contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

XIII. Notice

All notices given pursuant to the Agreement shall be in writing and shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours with the mailing of the originals using the U.S. Mail on the same day, postage prepaid; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the U.S. Mail. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the U.S. postal service.

Notices to DHSEM:

Ernest Brown

Executive Director

Cook County Homeland Security & Emergency Management

69 W. Washington (26th floor)

Chicago, IL 60602

(312) 603-9883 Fax

Notices to Willow Springs:

Chief of Police

Village of Willow Springs Police Department

One Village Circle

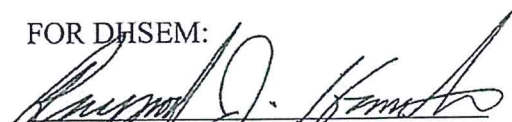
Willow Springs, IL 60480

(708) 839-3028 Fax

XIV Authorized Parties:

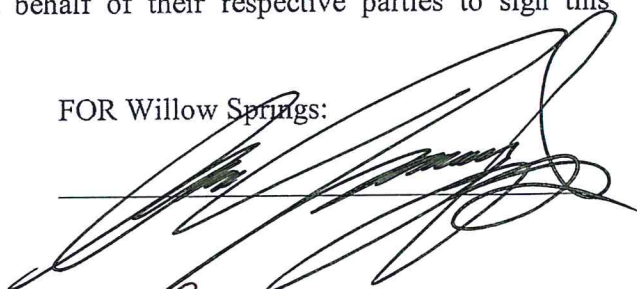
The following persons are authorized on behalf of their respective parties to sign this Agreement on the spaces designated below.

FOR DHSEM:


Raymond J. Hamilton
Chief Deputy Director

Date: Aug. 17, 2016

FOR Willow Springs:



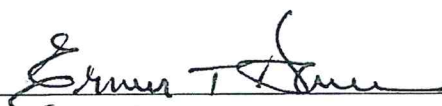
Date: Sept. 23, 2016

Equipment Transfer Consent Form

Pursuant to section VIII of the Memorandum of Understanding (Agreement) entered into by and between Cook County, through its Department of Homeland Security and Emergency Management (DHSEM), and the Village of Willow Springs (Willow Springs), Willow Springs authorizes DHSEM to transfer its usage and responsibilities pertaining to the equipment listed below to the Chicago Fire Department (CFD):

- 26' Harbor Guard Boat; HIN: MSV05026D313
- 27' Boatmaster Trailer; VIN: 42XBK27247F112228

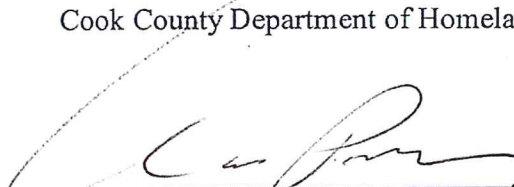
Willow Springs' consent to this equipment transfer is contingent upon DHSEM and CFD executing a Memorandum of Understanding no less restrictive than the Agreement entered into by and between DHSEM and Willow Springs.



Cook County Department of Homeland Security & Emergency Management

9/12/2014

Date



Village of Willow Springs

10.03.2016

Date